

**A M E N D M E N T T O
M E M O R A N D U M O F U N D E R S T A N D I N G
B E T W E E N T H E
C I T Y O F L O S A N G E L E S
A N D T H E
U N I V E R S I T Y O F S O U T H E R N C A L I F O R N I A**

This Amendment to Memorandum of Understanding ("Amendment") is entered into effective as of APRIL 21, 2014, by and between the City of Los Angeles ("City"), acting by and through the Chief of Police ("Chief of Police"), Los Angeles Police Department ("LAPD"), and the University of Southern California ("USC" or the "University of Southern California").

RECITALS

WHEREAS, the City/LAPD and USC entered into that certain Memorandum of Understanding signed by the City/LAPD and USC on October 19, 2009 and October 20, 2009, respectively (the "MOU"), in order to provide USC the authority, permitted by law, to maintain order and ensure the safety of those individuals employed on, attending school at, or visiting, the USC campus; and

WHEREAS, the City/LAPD and USC now desire to amend certain terms of the MOU as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **Definitions.** All terms not defined herein shall have the same meaning as they do in the MOU.
2. **Amendments.** The MOU is hereby amended as follows:

(a) Exhibit A, University Park Campus (Patrol and Response Boundaries).

The current map in Exhibit A of the MOU of the "University Park Campus, Patrol and Response Boundaries" shall be replaced with the map attached to this Amendment.

No changes shall be made to the "Health Sciences Campus, Patrol and Response Boundaries" map in Exhibit A of the MOU.

(b) **Article 3, Section (A).**

The last sentence in the second paragraph of Article 3, Section (A) is hereby replaced with the following:

"In the case of an arrest of an adult misdemeanor who meets the criteria for a Release from Custody (RFC), DPS personnel may complete RFC arrest reports consistent with LAPD reporting policies under their provisional peace officer powers of arrest authority as granted per this MOU (Penal Code Sections 830.7(b) and 836). Either USC DPS or LAPD, as appropriate, shall maintain custody of the RFC reports generated by USC DPS. Established LAPD guidelines shall be followed."

In addition, the "Note" immediately following the second paragraph of Article 3, Section (A) is hereby deleted.

(c) **Article 3, Section (B).**

The following sentence shall be added at the end of Article 3, Section (B):

"Pursuant to Vehicle Code Section 1808.25(b), USC DPS and/or their designees are hereby authorized to enforce parking restrictions on the USC Campus."

(d) **Article 5, Section (B), Sexual Assault Reporting.**

In the second paragraph of Article 5, Section (B), under "Sexual Assault Reporting," the term "sexual battery" shall be added to the second sentence of that paragraph so that the second sentence reads as follows:

"It includes the crimes of rape, attempted rape, sodomy, oral copulation, sexual battery, indecent exposure, and child molestation."

(e) **Article 5, Section (N).**

The following "Note" shall be added to Article 5, Section (N):

"**Note:** Nothing precludes USC DPS personnel from responding to and detaining a suspect presenting an immediate threat of death or serious bodily injury to persons on the USC Campus or within the Geographic Area of Responsibility (Exhibit A). In such instances, USC DPS personnel may use that force which is reasonable and necessary to contain or stop the threat until the arrival of LAPD, at which time LAPD will assume command and control of the operation."

(f) **Article 6.**

The following new paragraph shall be added immediately after the first paragraph of Article 6:

"LAPD has agreed to assist USC DPS in obtaining an ORI number from the California Department of Justice in order to access certain databases described below. In addition, LAPD has agreed to grant qualified USC DPS personnel access to the department's Local Area Network (LAN) via an individually assigned LAPD ID number.

The third paragraph in Article 6 that begins with "To ensure compliance with ..." shall be deleted.

(g) **Article 14, Section (B).**

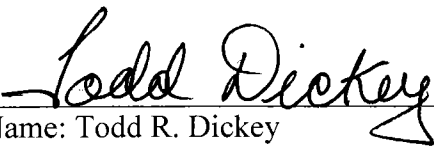
Item (1) under Article 14, Section (B) shall be deleted, and the remaining two items shall be re-numbered accordingly.

3. **Full Force and Effect; Conflict.** Except as otherwise expressly provided herein, the terms of the MOU are hereby ratified and affirmed and shall remain in full force and effect, and the terms of this Amendment shall be deemed a part of the MOU as if fully set forth therein. To the extent any of the terms and conditions of this Amendment conflict with the terms and conditions of the MOU, the terms and conditions set forth herein shall prevail.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused Amendment to be executed by their respective duly authorized officers or agents effective as of the date first above written.

UNIVERSITY OF SOUTHERN CALIFORNIA

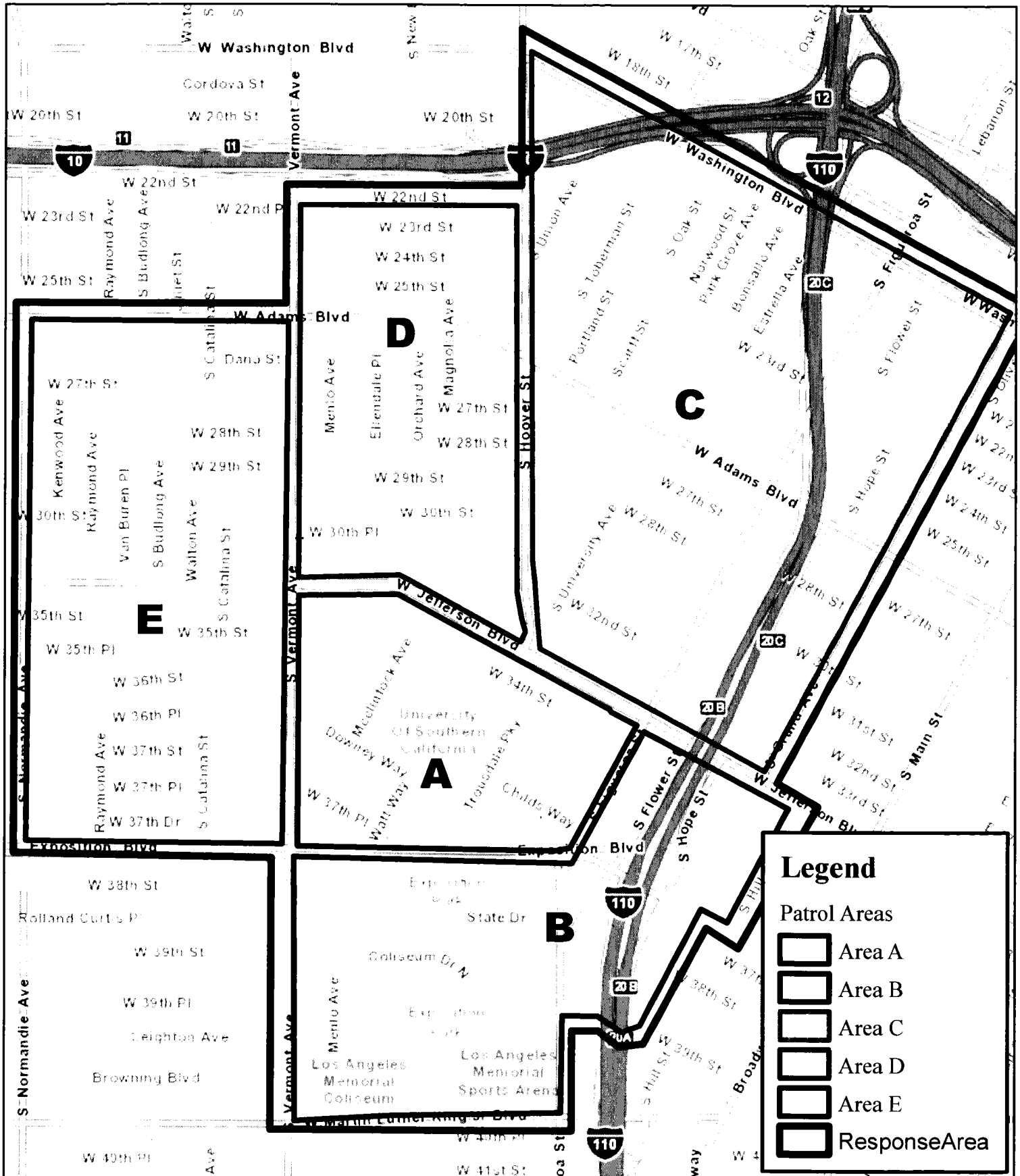
By: 
Name: Todd R. Dickey
Title: Senior Vice President, Administration

CITY OF LOS ANGELES/
LOS ANGELES POLICE DEPARTMENT

By: 
Name: Charlie Beck
Title: Chief of Police

UNIVERSITY PARK CAMPUS Patrol and Response Boundaries

EXHIBIT A



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LOS ANGELES
AND THE
UNIVERSITY OF SOUTHERN CALIFORNIA

This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of Section 830.7(b) of the Penal Code, Section 67381 of the Education Code, and Section 1808.25 of the Vehicle Code, in an effort to provide the University of Southern California (USC) the authority, allowed by law, to maintain order and ensure the safety of those individuals employed on, attending school at, or visiting, the USC campus. The MOU also reserves the right of the City to regulate and monitor the activities of any entity designated to restrict its citizens through the use of the powers granted herein.

Penal Code Section 830.7(b) authorizes the Chief of the Los Angeles Police Department (herein after referred to as the "Chief of Police") to allow, persons not peace officers, but regularly employed as security officers for independent institutions of higher education recognized under subdivision (b) of Section 66010 of the Education Code, the authority to exercise the powers of arrest of a peace officer as specified in Penal Code Section 836 during the course and within the scope of their employment.

Education Code Section 67381 requires local law enforcement agencies to enter into written agreements with campus law enforcement agencies, including those campus security services with an MOU pursuant to Penal Code Section 830.7(b), for the purpose of designating which agency shall have operational responsibility for the investigation of each Part I violent crime and to delineate the specific geographical boundaries of each agency's operational responsibility.

Vehicle Code Section 1808.25 authorizes the enforcement of Parking Restrictions by nonprofit independent institutions of higher education incorporated in this State if specifically authorized to do so in a Memorandum of Understanding authorized by Penal Code Section 830.7.

ARTICLE 1-PARTIES

This MOU is entered into by and between the City of Los Angeles ("City") acting by and through the Chief of Police ("Chief of Police"), Los Angeles Police Department (LAPD) and USC acting by and through the senior Vice President, Administration, University of Southern California ("USC" or "University of Southern California").

ARTICLE 2-TERM

The term of this MOU shall commence on October 1, 2009 at 12:01 a.m. and shall expire at 11:59 p.m. on October 1, 2010. Unless, written notice is provided by one party to the other of non-extension of this MOU at least thirty (30) days prior to October 1, 2010, this MOU shall

be automatically extended for one year terms commencing September 1, 2009, subject to the same terms and conditions as the initial term, unless at least (30) days prior to the expiration of any one year extension, either party to this MOU gives to the other party written notice of termination effective as the expiration of that current one year term. Notwithstanding the above, either party may terminate this MOU with thirty (30) days written notice.

ARTICLE 3-AUTHORITY

(A) ARREST POWERS

It is the intent of the Chief of Police, by entering into this MOU, to allow employees of the USC Department of Public Safety (DPS) to exercise the arrest powers described in Penal Code Section 830.7(b). In doing so, the Chief of Police recognizes that this authority is one normally restricted to peace officers whose activities are closely monitored and controlled by established laws, policies, and procedures. By allowing USC DPS personnel this authority, it is expected that the regulatory procedures outlined in this MOU be strictly followed.

This MOU is not intended to designate USC DPS personnel as agents of the City of Los Angeles, nor is it intended to provide USC DPS personnel with any peace officer or public official status or any other peace officer authority or power other than the proscribed powers of arrest per Penal Code Section 836, which generally allow arrests based on probable cause. Anyone arrested by USC DPS personnel shall, without unnecessary delay, be transported by DPS or an assigned LAPD USC officer to the appropriate LAPD booking facility for review, evaluation, and when appropriate, booking advice and approval. Such approval can only be granted by the concerned on-duty LAPD Watch Commander. If necessary, the processing of felony arrestees will be facilitated through the assistance of an LAPD sworn police officer. In the case of an arrest of an adult misdemeanor who meets the criteria for a Release from Custody (RFC), established LAPD guidelines shall be followed.

Note: Completion of RFCs by DPS personnel will generally be completed, but not necessary limited to Intoxication, LAMC 41.27, 25620 of the Business and Professions code and the Loud Party Ordinances, 41.57 and 41.58 LAMC. Any requests to cite additional sections shall be with the approval of the Chief of Police.

If any evidence is obtained during the course of an arrest, the concerned DPS officer shall ensure it is properly booked **without unnecessary delay** in accordance with established LAPD guidelines. The on-duty Watch Commander of the LAPD booking facility shall review the concerned property report completed by the booking DPS personnel.

In cases where an arrestee has a medical condition that can be treated by an LAPD Jail Dispensary, it will be the responsibility of the USC DPS personnel to transport and process the arrestee to such a facility at the direction of the LAPD Watch Commander. For arrestees that require medical attention and treatment at a non-jail facility, the responsibility will remain with the LAPD Watch Commander to approve continued detention based on the seriousness of the offense. Security of the hospitalized arrestee will be provided as sanctioned by current LAPD guidelines. The on-duty Watch Commander for the Area of occurrence shall approve all related reports, regardless of the booking location.

Note: The Miranda Advisement is generally only necessary for in-custody interrogations by peace officers; therefore, to eliminate any misunderstandings within the judicial or investigative process, USC DPS personnel shall not provide arrestee with the Miranda advisement nor take any statements.

(B) ISSUANCE OF PERSONAL SERVICE CITATIONS

Pursuant to Vehicle Code Section 1808.25, USC DPS personnel are hereby authorized to enforce parking restrictions, issue personal service citations to pedestrians and bicyclists as allowed by the Penal Code Section 830.7(b), within the boundaries of the campuses, as identified as University Park Campus and Health Sciences Campus (together, the "Campus") in Exhibit A, attached hereto and incorporated herein by this reference. Based on the requirements set forth in the California Vehicle Code (CVC), USC DPS personnel shall not issue personal service citations to motorists in or outside of the above-captioned boundaries. Additionally, as outlined in Section 21055 of the CVC and LAPD policy, USC DPS personnel are not authorized to initiate vehicle pursuits for any reason.

(C) FOLLOW-UP INVESTIGATIONS

The Chief of Police has determined, in accordance with Section 67381 of the Education Code, that it is in the best interest of the City for the LAPD to maintain the primary investigative responsibility and authority for all Part I violent crimes occurring on and around the USC campus or on property owned or controlled by USC within the City of Los Angeles.

The LAPD will assign a Detective to manage and/ or conduct follow-up investigations on crimes reported on the USC campus or property owned or controlled by USC. Any reportable incidents as defined in Article 5 (b) shall remain the investigative responsibility of the concerned LAPD investigative entity as determined by the LAPD Southwest (SW) Area Commanding Officer. Although it is the intent of the LAPD to assign the aforementioned Detective for the purposes identified in this MOU, nothing shall preclude the Chief of Police from reassigning the Detective to other duties based upon the authority granted him in the Los Angeles City Charter, as he deems said reassignment necessary.

(D) ACCESS TO LAPD COMMUNICATIONS

In accordance with established LAPD procedures, specifically trained USC DPS staff will be allowed access to LAPD's communication system to be used only for official police communications. Such communications will be limited to initial and supplemental broadcasts of emergency crime information. Additionally, only when access to LAPD personnel are unavailable, authority is granted to select DPS staff to request a clear frequency to check a suspect for wants and/or warrants.

Note: Select DPS staff is defined as DPS personnel identified by the Chief of Public Safety, DPS or his/her designee, and agreed to by the Commanding Officer (CO), SW Area to be allowed access. Selected DPS staff would receive the requisite training provided by the SW Area Training Coordinator.

(E) DEFINED GEOGRAPHIC AREA OF RESPONSIBILITY

The authority granted USC DPS personnel under this MOU shall be restricted to the areas as identified in Exhibit A with respect to the University Park Campus and the Health Sciences Campus and those properties outside the defined areas on Exhibit A which are owned or leased by USC, when the property is used for the primary purpose of; housing USC employees, students, faculty or guests; parking vehicles for USC employees, students, faculty, or guests; providing a location for students, faculty, or guests to meet, study, or receive classroom instruction; or any other facilities within the City when being used for the purpose of conducting USC sponsored athletic events, i.e. Los Angeles Memorial Coliseum and Sports Arena (collectively, the "Geographic Area of Responsibility").

Note: The authority granted under this MOU does not extend to public thoroughfares outside the defined USC Campus or to other properties owned or leased by USC which are either commercial or residential and area generally available for use by the public.

ARTICLE 4-AUTHORIZED ASSIGNMENT AS LIMITATION ON POWER OF ARREST

In accordance with the provision of 830.7 (b) of the California Penal Code, duly authorized USC DPS personnel shall be vested with powers of arrest per Penal Code Section 836 only while they are on-duty with the USC DPS, performing "authorized assignment" within the defined Geographic Area of Responsibility and, unless on Campus (as defined), personnel shall wear an approved uniform which identifies the wearer as a USC DPS employee.

ARTICLE 5-REPORTING INCIDENTS, WRITTEN REPORTS, RECORDS, AND INSPECTIONS

The proper recording of information and exchanging information is critical to the process of deploying resources both inside and outside the university. There is also a need for compatible record keeping and UCR reporting. This reporting requirement is further identified in the following paragraphs:

- (A) USC Administration upon becoming aware of a significant incident occurring within the defined Geographic Area of Responsibility shall notify, without unnecessary delay, the USC DPS and/or LAPD. A significant incident is defined as an act or omission to act which would constitute a felony or misdemeanor under California law or any other incident of a sensitive public safety or hazardous nature.

Note: A "significant incident" is defined as an act or omission to act which would constitute a felony or misdemeanor under California law or any other incident of a sensitive public safety or hazardous nature.

- (B) The USC DPS, upon becoming aware of a significant incident, shall complete the appropriate crime report(s), and without unnecessary delay submit the report(s) to the on-duty Southwest Watch Commander, or if outside Southwest Area, the Area of occurrence, for approval. Upon completion and approval, a copy of each crime report and/or arrest report or RFC completed by USC DPS personnel shall be forwarded to the Southwest Detective Division Commanding Officer without unnecessary delay. In those cases where the incident constitutes a complex felony under California law or a crime of violence involving the use of a weapon, or a reportable incident as defined below, USC shall immediately notify the Watch Commander of the appropriate patrol division where the incident occurred.

Note: USC DPS personnel shall not conduct either the preliminary or follow-up investigations of any "reportable incident" described below. In those instances, immediate notification shall be made to the Southwest Area Patrol Watch Commander or depending on the emergent circumstances, any on-duty, sworn LAPD personnel.

A reportable incident shall include but not be limited to the following:

- Homicide
- All crimes where shots were fired
- Sexual assaults (see below)
- Bomb threats
- Crimes or incidents which are motivated by hatred due to race, religion, or ethnic group
- Injuries where City liability may be an issue
- Suicides and attempt suicides

- Hazardous material spills or contamination
- Theft over \$5,000.00
- Incidents that if known would be considered newsworthy or could have a significant impact on the City of Los Angeles.
- Any incident in which the LAPD determines to be in the best interest of the City of Los Angeles to handle.

Sexual Assault Reporting

The crime of rape, or attempted rape, is a serious criminal act, which requires the immediate investigation by LAPD uniformed or detective personnel. While it is understood that some victims may be hesitant or reluctant to cooperate in the investigation of these crimes, it is imperative that a preliminary investigation be conducted to identify, if possible, the involved suspect(s). Rape is a crime of violence and suspects who commit this type of violent act often are repeat offenders. There is an inherent obligation to try to prevent future occurrences.

The term sexual assault is intended to include those criminal acts described in the California Penal Code and the California Welfare and Institutions Code. It includes the crimes of rape, attempted rape, sodomy, oral copulation, indecent exposure, and child molestation. Whenever a crime of a sexual nature is reported to USC DPS [security] personnel, notification shall immediately be made to the appropriate geographic area Watch Commander who will make the appropriate detective notifications. While the first concern shall be for the well being and medical treatment of the victim, the reporting of the incidents to LAPD personnel shall not be delayed because of such treatment or request for such treatment. The reluctance of the victim to report the crime, identify the suspect(s), or proceed with the prosecution shall not be a factor in the reporting policy of USC DPS personnel.

In no instance shall the victim of a sexual crime be counseled, persuaded, advised, or encouraged by any USC DPS personnel not to report the crime. USC DPS personnel shall immediately contact their Watch Commander upon learning of a sexual assault crime, and the Watch Commander shall immediately notify the concerned LAPD geographic area Watch Commander.

- (C) The USC DPS will maintain a Daily Occurrence Report, recording all incoming calls and significant incidents relating to police activity. A copy of the report for the University Park campus shall be forwarded to the CO, SW Area. A copy of the report for the Health Science campus shall be forwarded to the CO, Hollenbeck Area. The report shall be forwarded within 24 hours after the completion of the period covered by the report.

- (D) Any general orders issued by USC DPS pertaining to USC response to, or reporting of crimes will be made available upon request to the CO, SW Area for appropriate LAPD review and approval.
- (E) All report forms used by the USC DPS for the reporting of crimes shall be submitted to the Chief of Police for approval, to insure compatibility with the Los Angeles Police Department's report forms.
- (F) Weekly crime statistics shall be maintained and supplied to SW Detective Division by USC DPS depicting specific locations of reported crimes on the campus.
- (G) During the term of this MOU, USC shall immediately report all discharges of firearms, (accidental, negligent, or intentional) involving USC DPS personnel to the LAPD and cooperate, as required, with the investigation of the firearms incidents conducted by the LAPD. The LAPD will investigate the criminal aspects of a firearm discharge. The USC DPS will be responsible for administrative matters associated with the discharge of firearms.
- (H) All records and files of enforcement activities granted by this MOU to USC personnel shall be open for inspection to designated members of the LAPD.
- (I) All records of complaints or investigations of complaints lodged against USC DPS personnel arising from the exercise of authority granted by this MOU shall be open for inspection and when necessary investigation by designated members of the Los Angeles Police Department.
- (J) USC DPS shall submit monthly rosters of all scheduled duty assignments of all security officers one month in advance of the scheduled assignments to the concerned Area commands. Said roster shall be submitted no later than the fifth day of the concerned month.
- (K) USC DPS shall submit monthly reports to the concerned Area commands on the activities of officers at USC pertaining to the exercise of power granted by this MOU.
- (L) Follow-up investigations for crimes occurring within the City shall be the sole responsibility of the LAPD (LAPD Manual Section 4/810) and not performed without the knowledge of the Department.

Note: No administrative type interviews shall be conducted by USC personnel of any known party of a crime identified as the person reporting, victim, suspect, or witness, without the prior approval of the assigned LAPD detective.

- (M) Any use of force by USC DPS personnel related to the authority granted by this MOU shall be documented and explained under the heading of "Use of Force" in the appropriate report (i.e. Arrest Report, Crime Report, USC Daily Occurrence Report).
- (N) It is agreed that all SWAT, hostage, and/or tactical incidents, as well as narcotic and vice investigations are the exclusive domain of the LAPD.

Note: All of the above described reports, statistics, and records shall be provided unless otherwise agreed to by the LAPD.

ARTICLE 6-ACCESS TO POLICE DEPARTMENT AND CRIMINAL OFFENDER FILES

Most law enforcement related information accessible through the LAPD automated systems is confidential and restricted to viewing by police agencies and their authorized employees. The California Public Records Act restricts access to the information contained within crime reports and arrest reports. The basic criterion for release of information from an arrest report is limited to the first nine lines. Release of crime report information is limited to the victim, their authorized representative, an insurer, or a party experiencing a loss during the crime.

University of Southern California personnel shall be restricted to accessing only that information from Federal, State, City, or LAPD records or files, as authorized by law, which limits USC access to those records available to the general public. USC shall not maintain files of LAPD reports. For purposes of this MOU, an LAPD report is defined as any report requiring the issuance of an LAPD Division of Records file number (DR Number).

To ensure compliance with all Los Angeles Police Department mandates, and internal tracking systems, USC public safety officers will be entered into the Training Management System, and issued serial numbers. This will ensure Consent Decree compliance and departmental goals.

Statistical crime information for the USC campus and the surrounding reporting districts will be provided by LAPD upon receiving a request from authorized USC personnel.

ARTICLE 7-PRIVATE SECURITY SERVICE ACT

The State of California (State) Legislature has established that the public should be able to easily distinguish between security services personnel and local law enforcement personnel. In enacting the legislation regulating private security services, the State had included armed personnel of agencies such as the USC DPS campus security. To ensure the safety of the public and in furtherance of this legislation USC and USC personnel provided with authority by this MOU shall comply with all applicable California Business and Professions Code (BPS) Sections.

ARTICLE 8-PROVISIONS OF LAW AND SEPARABILITY

The parties agree that this MOU is subject to all current and future applicable Federal, State, and local laws, the City Charter, and any lawful rules and regulations enacted by independent commission of the City. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, or the Charter of the City of Los Angeles, or rules and regulations enacted by independent City commissions, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this MOU shall not be affected thereby.

ARTICLE 9-QUALIFICATION AND TRAINING STANDARDS OF USC DEPARTMENT OF PUBLIC SAFETY

In order to be granted the powers of arrest as specified in Section 836 PC, personnel employed by USC DPS must comply with all of the following requirements:

- (A) Be regularly employed full-time by the University of Southern California, Department of Public Safety as a full-time public safety officer in good standing;
- (B) Meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training (POST) as set forth in Section 832 PC;
- (C) Meet such further reasonable qualifications for employment deemed necessary by the Chief of Police, Los Angeles Police Department;
- (D) Be included on a roster of those public safety personnel authorized by the Chief, Department of Public Safety, University of Southern California, to make arrest in the circumstances specified in Section 836 PC.
- (E) Armed DPS staff as required by mutual agreement will be allowed to participate in firearms qualification on LAPD sanctioned ranges. Qualification standards for DPS will be in accordance with POST requirements.
- (F) Training provided by LAPD for DPS and/or joint training for both LAPD SW and DPS will follow existing LAPD protocol. Initial requests will be reviewed and evaluated by the CO, SW Area prior to approval of the CO, Operations-South Bureau and the CO of LAPD's Training Group.

ARTICLE 10-INSURANCE

As a part of liability and indemnification concerns related to this agreement, the following information and agreement are made:

- (A) USC shall procure at its expense, and keep in effect at all times during the term of this MOU, the types and amount of insurance specified in Addendum 1 hereof. The specified insurance (except for Workers' Compensation and Employer's Liability) shall also, wither by provisions in the policies, by the City's won endorsement form, or by other endorsement attached to such policies, include and insure the City, its Police Department, its Board of Police Commissioners, all of the City's officers, employees, and agents, their successors and assigns, and of other non-USC facilities identified within this MOU, against the areas of risk described in Addendum No. 1 hereof arising out of the acts or omissions of the officers, employees, or agents of USC in its operations or other functions related to the authority granted by the terms of this MOU.
- (B) Each specified insurance policy (other than Workers' compensation and Employer's Liability) shall contain a contractual enforcement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under the MOU between the insured and the Chief of Police, City of Los Angeles, pursuant to the provisions of Section 830.7(b) PC."

All such insurance shall be primary and non-contributing with any other insurance held by the City or City's Police Department, or other non-USC organizations, where liability arises out of, or results from, the acts or omissions of USC, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of USC. Such policies may provide for reasonable deductible and/or retention's based upon the nature of USC's operations and the type of insurance involved.

- (C) The City shall have no liability for any premiums charged for such coverage(s). The inclusions of the City, its Police Department, its Board of Police Commissions, and all of the City's officers, employees, and agents, and their agents and assigns, or other non-USC organizations owning facilities identified in this MOU, as insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with USC in USC's operations pursuant to this MOU. Upon failure of USC to provide and maintain the insurance required herein after ten (10) days written notice to comply, the City may (but shall not be required to) procure such insurance for USC to protect the City's interest and USC agrees to reimburse the City fully to cover such expense.
- (D) USC shall provide proof of all specified insurance and related requirement to the City either by production of the actual insurance policy (ies) or by use of the City's own endorsement form(s). The University of Southern California shall not be authorized by the provisions of 830.7(b) PC and shall not commence activity pursuant to this MOU until the documents evidencing all specified coverage have been filed with the City. The documents shall contain the applicable policy number(s), the inclusive dates of policy coverage, and the insurance carrier's name shall bear an original signature of an authorized representative of said carrier: and shall provide that such insurance shall not be subject to cancellation,

reduction in coverage, or nonrenewable except after written notice by certified mail, return receipt required, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. They shall be reviewed by and be subject to the approval of the City Attorney for conformity to legal requirements. The City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

The Workers' Compensation/Employer's Liability exposure may be self-insured when the program has been authorized by the State. Evidence of self-insured Workers' Compensation/Employer's Liability program shall be a copy of the certification authorizing the self-insured program.

ARTICLE 11-ATTORNEY'S FEES

If the City, including its Board of Police Commissioners, and the City's officers, agents, servants and employees, or any other non-USC organization, without fault, shall be made a party to any litigation commenced by or against USC arising out of the authority granted pursuant to the terms and provisions of this MOU, and as a result of which USC is finally adjudicated to be liable, then USC shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon the City or any other organization in connection with such litigation. In any action by the City, the LAPD, the Chief of Police, or USC for the recovery of any sum required to enforce any of the terms, covenants, or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to cost, expenses, and necessary disbursements incurred in such action. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

ARTICLE 12-CITY INDEMNIFIED AND HELD HARMLESS BY USC

In addition to the provisions of Addendum No. 1, herein, USC shall fully indemnify, defend, and keep and hold the City, including its Board of Police Commissioners, the City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suits and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of USC, sustained in, on or about the premises designated in this MOU or arising out of USC's use or occupancy thereof, or as a proximate result of the acts or omissions of/ or by USC, its agents, servants, or employees to act as required by this MOU. It is the intent of the parties of this MOU that the City, its officers, employees, agents, and assigns, or any other non-USC organization, shall have no financial liability or obligation resulting from any acts or omissions to act as required by this MOU by USC, its officers, employees, agents, and assignees in connection with the activities authorized by this MOU. And that if there is during the term of the MOU any such financial liability or obligation, USC shall be fully and solely responsible therefore as between the parties of this MOU.

ARTICLE 13-NOTICE

Written notices to the City, the Chief of Police, and to the City Attorney of the City of Los Angeles shall be given by registered or certified mail, postage prepaid, and addressed to said parties at Los Angeles City Hall, 200 North Spring Street, Los Angeles, California, 90012, or to such other addressee as these parties may designate by written notice to USC. Written notices to USC shall be given by registered or certified mail, postage prepaid, and addressed to, University of Southern California, University Park, Los Angeles, California, 90089-0011, or to such other addressee as USC may designate by written notice to the Los Angeles Police Department. Notwithstanding the foregoing, all notices may be delivered personally to the Chief of Police, the Office of the City Attorney, or to the University of Southern California.

ARTICLE 14 – LAPD STAFFING, FUNDING, FACILITIES AND EQUIPMENT

By July 1, 2008, and annually thereafter, LAPD agrees to provide USC with the deployment of sworn personnel and the staffing level to be determined by the Chief of Police. On the direction of the Chief of Police, or his designee, the staffing level of assigned personnel can be modified in response to critical incidents or staffing shortages in response to public safety.

During the assignment of sworn LAPD officers to the defined geographic area of responsibility covered by DPS, the LAPD agrees to provide basic patrol functions, along with limited investigative services consistent with the afore-mentioned guidelines. The services include, but are not limited to: response to radio calls for service; assistance with crowd and traffic control during labor disputes and student protests; suppress criminal activity through visible and surreptitious enforcement; conduct vehicular and pedestrian traffic control in the defined area; conduct community meetings which include and are not limited to crime prevention and education seminars; and, limited investigative follow-ups as defined in Article 3, subsection C.

(A) LAPD STAFFING

Minimum staffing of assigned sworn LAPD officers will include: (1) Detective; (1) Senior Lead Officer, Police Officer 3+1; and (4) Police Officers II. The assigned LAPD sworn personnel would be under the Southwest Area's chain of command and direction. Southwest Area would effectively monitor the deployment, mission, and supervision of the assigned staff.

(B) EQUIPMENT

USC agrees to the purchase of the following items:

1. Two Vehicle License Plate Recognition (VLPR) units to be installed in three LAPD marked units assigned to SW Officers assigned as dedicated USC resources in the defined USC Response Area.

2. Two LAPD Local Area Network computer terminals to be installed in an area so designated by USC DPS for the sole use by LAPD SW personnel.
3. Ten portable LAPD radios.

(C) FACILITIES

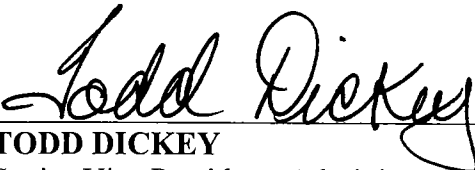
The USC DPS agree to designate an area(s) for the assigned LAPD SW personnel to co-locate with DPS personnel.

(D) REPORTING

LAPD shall provide USC with a quarterly report of the activities performed by the LAPD SW USC personnel assigned to full time duties at USC. This report will reflect actual number of days worked at USC, significant events or activities, any arrests associated with the VLPR equipped vehicles, and current crime statistics.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers as set forth herein below:

UNIVERSITY OF SOUTHERN CALIFORNIA



TODD DICKEY

Senior Vice President, Administration

Date 10/20/09

LOS ANGELES POLICE DEPARTMENT



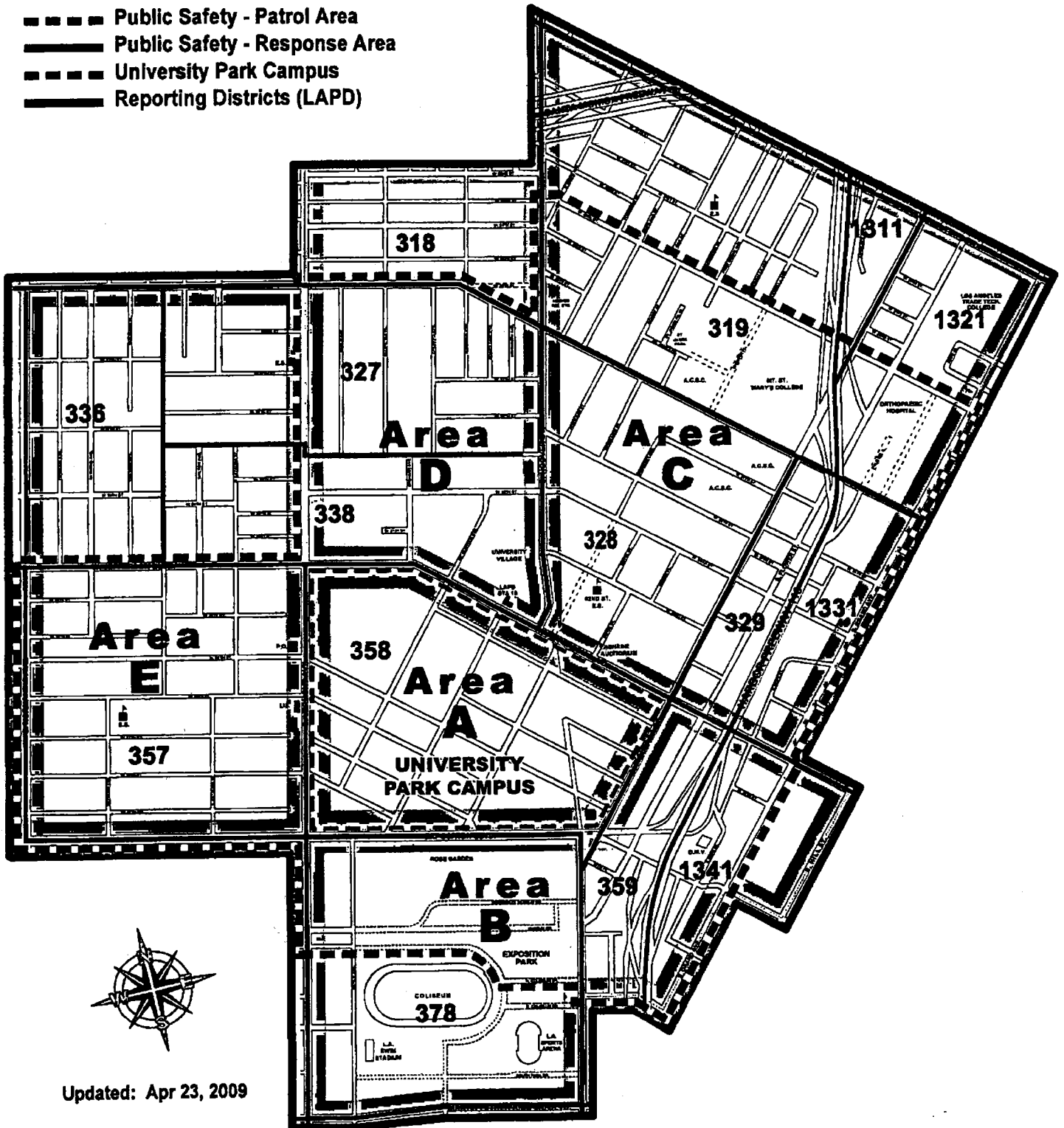
WILLIAM J. BRATTON
Chief of Police

Date 10/19/09

UNIVERSITY PARK CAMPUS

Patrol and Response Boundaries

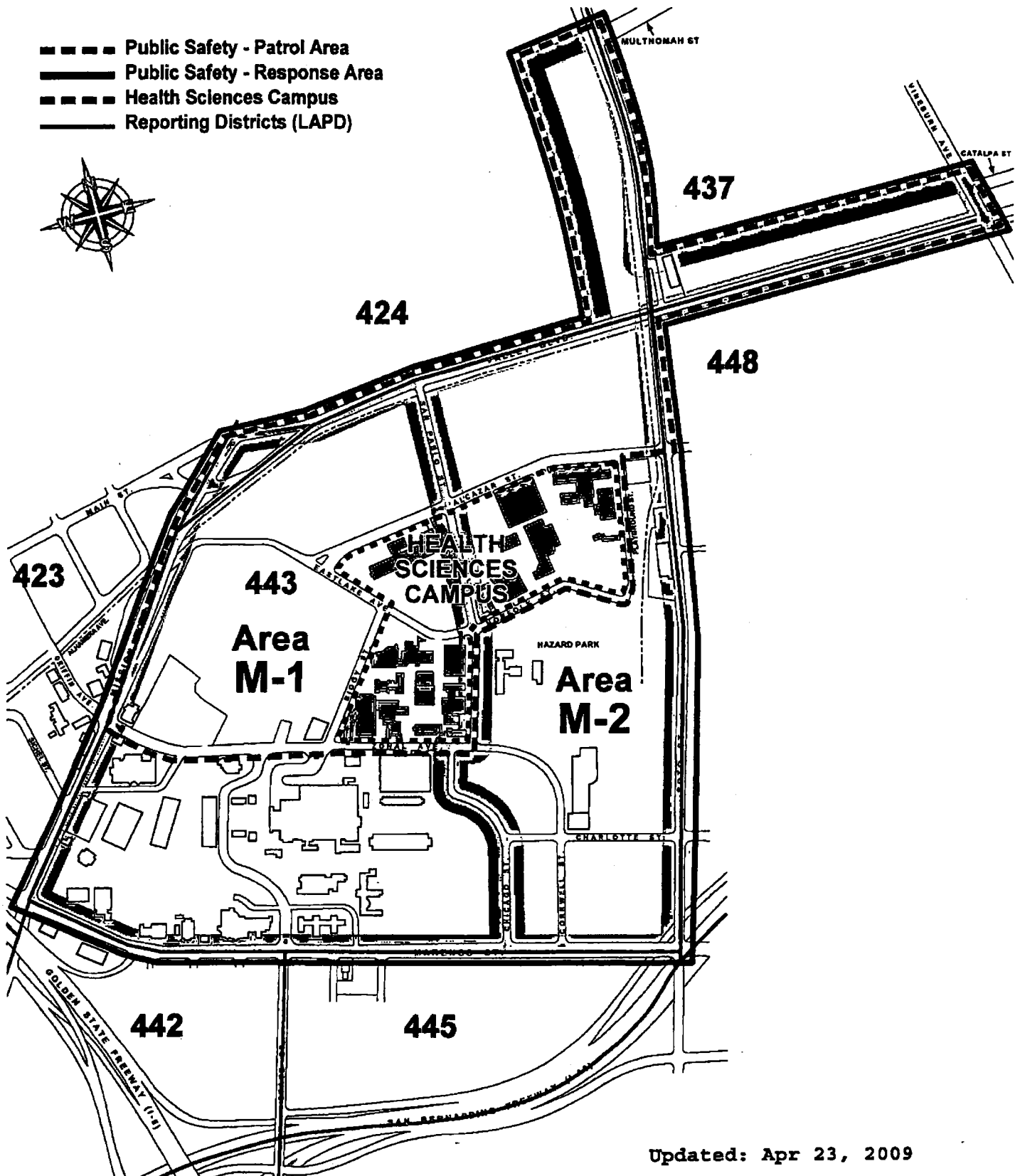
- Public Safety - Patrol Area
- Public Safety - Response Area
- University Park Campus
- Reporting Districts (LAPD)



Updated: Apr 23, 2009

Patrol and Response Boundaries

-



Updated: Apr 23, 2009

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID G2
UNIVE-5DATE (MM/DD/YYYY)
08/01/08**PRODUCER**

Arthur J. Gallagher & Co.
Ins Brokers of CA Inc. 0726293
505 N.Brand Blvd, Suite 600
Glendale CA 91203-3944
Phone: 818-539-2300 Fax: 818-539-2301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

University of So. California
Attn: Jim Andersen
851 Downey Way HSH 300
Los Angeles CA 90089-1058

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: United Educators Insurance

INSURER B: Natl. Union Fire Ins Co of PA

19445

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	GLX200800015100	06/01/08	05/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ N/A
	<input checked="" type="checkbox"/> \$2MM SIR applies				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
X	AUTOMOBILE LIABILITY	GLX200800015100	06/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> \$2MM SIR applies					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4759785 SIR \$2,000,000	05/01/08	05/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Memorandum of Agreement between USC and the City of Los Angeles Security Officers Agreement, as well as the liability assumed under the MOA between the insured and the Chief of Police of Los Angeles to the provisions of section 803.7 (b) PC.

*Please see attached Notepad and form #GLX008I for further description

CERTIFICATE HOLDER

City of Los Angeles, City of
Los Angeles Police Dept./Board
of Police Commissioners
150 N. Los Angeles St, Rm. 150
Los Angeles, CA 90012

CITYLAP

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Anthony Spennor

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:HOLDER CODE
INSURED'S NAME

CITYLAP

University of So. California

UNIVE-5

OP ID G2

PAGE 3

DATE 08/01/08

The City of Los Angeles, the Police Department, the Board of Police Commissioners, and all City Officers, Employees and Agents are additional insured per attached form #GLX008I as required by contract and to the extent insurable as their interests may appear with respect to the memorandum of agreement between USC and the City of Los Angeles Security Officers Agreement

*10 day notice of cancellation for nonpayment of premium.

All policy terms, conditions, limitations, and exclusions apply.

University of Southern California
GLX20080015100

Effective: 8/01/2008

ADDITIONAL INSURED

In consideration of the premium charged, we agree with the Educational Organization that, subject always to all other provisions of this Policy,

The City of Los Angeles, the City of Los Angeles Police Department, and the Board of Policy Commissioners, and all City Officers, Employees, and Agents

is an additional Insured but only with respect to Occurrences arising out of operations and functions for or on behalf of an Included Entity.

All other Policy provisions remain the same.

GLX0081

7/1/2004

United Educators Insurance, a Reciprocal Risk Retention Group